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CPCC.CV.3165743

Citation

Effective 1-1-2022

TAMI RANDALL ETAL
VS
LIBERTY MUTUAL INSURANCE COMPANY

NO. 635128- A
STATE OF LOUISIANA
PARISH OF CADDO
FIRST JUDICIAL DISTRICT COURT

THE STATE OF LOUISIANA, TO: HAVERTY FURNITURE COMPANIES INC
THRU COGENCY GLOBAL INC, AGENT
9800 AIRLINE HIGHWAY, SUITE 105
BATON ROUGE, LA
70816

YOU HAVE BEEN SUED.

Attached to this Citation is a certified copy of the Petition.* The petition tells you what you are being sued for.

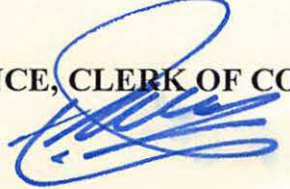
You must EITHER do what the petition asks, OR, within TWENTY-ONE (21) days after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Caddo Parish Court House, 501 Texas Street, Room 103, Shreveport, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within TWENTY-ONE(21) days, a judgment may be entered against you. Please be aware of Louisiana House Bill 164 (Act 174) of the 2021 legislative session which changed prescription periods for answering. The full text of this bill can be found at <https://legis.la.gov/legis/BillInfo.aspx?i=239989>.

This Citation was issued by the Clerk of Court for Caddo Parish, on this date February 8, 2022.

*Also attached are the following:

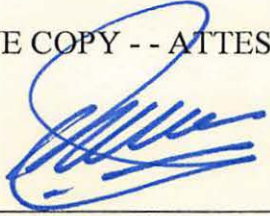
MIKE SPENCE, CLERK OF COURT

By: 
Deputy Clerk

A SPENCER GULDEN

Attorney

A TRUE COPY - - ATTEST


Deputy Clerk

These documents mean you have been sued. Legal assistance is advisable, and you should contact a lawyer immediately. If you cannot find a lawyer, please go to www.shreveportbar.com and click on the Lawyer Referral Service link, or go to the Shreveport Bar Center on the third Monday of each month from 5:30 - 7:30 for a free seminar. If eligible, you may be entitled to legal assistance at no cost to you through Shreveport Bar Legal Aid. Please call 318-222-7186 for more information.

If you are a person with a disability, please contact the Clerk of Court's office for information regarding accommodation and assistance.

SERVICE COPY

1ST JUDICIAL DISTRICT COURT FOR THE PARISH OF CADDO

STATE OF LOUISIANA

NO.

635128

DIVISION

A

TAMI RANDALL AND JASON SHOEMAKER

VERSUS

LIBERTY MUTUAL INSURANCE COMPANY AND HAVERTY FURNITURE
COMPANIES, INC.

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Petitioners, Tami Randall and Jason Shoemaker, persons of the full age of majority and residents of the State of Louisiana, who, with respect, shows the Court as follows:

I.

That made Defendants herein are: Liberty Mutual Insurance Company, a foreign insurance company authorized to do and doing business in the State of Louisiana at all relevant times herein; Haverty Furniture Companies, Inc., hereinafter referred to as "HAVERTY," is a foreign corporation authorized to do and doing business in the State of Louisiana at all relevant times herein. That said Defendants are liable, jointly and/or in solido, to Plaintiffs for the following:

II.

At all relevant times herein, HAVERTY owned, controlled, and exerted custody over immovable property at 1744 E. 70th Street, Shreveport, Louisiana (the "Premises"), where it operated a furniture store open to the general public.

III.

That on or about December 17, 2021, Plaintiff, Tami Randall, was on the Premises during its regular business hours to view furniture and other items held available for sale to the general public.

IV.

During the visit, the salesperson, an employee of HAVERTY acting in the course and scope of her employment, directed Petitioner to look at a particular stool, leading her through the store, when Petitioner tripped on a bunched rug that was in her path on the showroom floor, causing Petitioner to fall and sustain injury.

V.

This bunched rug constituted an unreasonably dangerous hazard that presented a foreseeable risk of harm by tripping customers who were walking through the Premises. Furthermore, the bunched rug was an unreasonably dangerous hazard because it was not properly laid by HAVERTY'S employees on the floor.

VI.

Defendant, HAVERTY, and its employees knew or should have known about the existence and location of the bunched rug. Employees of HAVERTY placed the rug on the floor and failed to lay it flat or use an underlayment to keep it from bunching up. Further, employees of HAVERTY were stationed near the bunched rug. Other employees regularly passed the rug. Defendant, HAVERTY, further knew, or should have known, that customers and visitors would regularly encounter this bunched rug. Petitioner, however, was unlikely to notice the bunched rug because this was the first time she approached and crossed the rug, she was distracted by the HAVERTY salesperson directing her attention to particular merchandise, and the manner in which the rug was bunched was not noticeable from the angle that Petitioner approached and crossed the rug.

VII.

That the aforesaid accident occurred through no fault of Petitioner, Tami Randall, but rather solely through the fault of Defendant, HAVERTY, in breaching its duty to keep the Premises clean, safe and free from defects and hazards, and failing to use due care under the circumstances, pursuant to LSA-CC Arts. 2315, 2317, and 2317.1, as well as La. R.S. 9:2800.6, and other applicable law.

VIII.

That as a result of the aforesaid fall, Petitioner, Tami Randall, has sustained serious injuries, including but not limited to her low back, right hip, pelvis, right leg, and other parts of her body and mind, together with past and future mental anguish and physical suffering; past and future loss of enjoyment of life; past and future expenses for medical care; past and future lost wages; all of which entitles Petitioner, Tami Randall, to recover from Defendants the damages as are reasonable in the premises.

IX.

That Tami Randall and Jason Shoemaker were married at all times relevant hereto and have remained married at all times thereafter.

X.

That as a result of the injuries which Tami Randall sustained in the accident sued on herein, Jason Shoemaker has suffered a loss of consortium, services and society of his wife, Tami Randall, and therefore has sustained damages as are reasonable in the premises.

XI.

Petitioner, shows that at all times mentioned hereinabove, there was in full force and effect a policy of insurance issued by Defendant, Liberty Mutual Insurance Company, under the terms and conditions of which it agreed to insure and indemnify Defendant, HAVERTY, from the type of liability asserted herein.


XII.

Petitioners shows that this case involves damages which exceed \$75,000.00, exclusive of legal interest and court costs.

WHEREFORE, Petitioners, Tami Randall and Jason Shoemaker, pray that Defendants, Liberty Mutual Insurance Company and Haverty Furniture Stores, Inc., be served with a certified copy of this petition, and after being duly cited to appear and answer hereto, and after the expiration of all legal delays and due proceedings are had, that there be judgment rendered herein in favor of Petitioners, Tami Randall and Jason Shoemaker, and against Defendants, Liberty Mutual Insurance Company and Haverty Furniture Stores, Inc., jointly and/or in solido, for

damages as are reasonable in the premises; each of said judgments to bear legal interest from the date of judicial demand until paid and for all costs of these proceedings.

RESPECTFULLY SUBMITTED:
MORRIS BART, LLC
ATTORNEY FOR PLAINTIFF
601 POYDRAS STREET, 24TH FLOOR
NEW ORLEANS, LA 70130
TELEPHONE: (504) 525-8000
FACSIMILE: (504) 324-0738
E-MAIL: sgulden@morrisbart.com

BY: 
A. SPENCER GULDEN, NO. LA23110

PLEASE SERVE:

Liberty Mutual Insurance Company
Through its agent for service of process:
Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809

Haverty Furniture Companies, Inc.
Through its agent for service of process:
Cogency Global Inc.
9800 Airline Highway, Suite 105
Baton Rouge, LA 70816

RECEIVED
DATE
FEB 16 2022
E.B.R. Sheriff Office